

EXHIBIT A

PERFORMANCE BOND
 (See instructions on reverse)

DATE BOND EXECUTED (Must be same or later than date of contract)

January 29, 2002

OMB No. 9000-0045

Reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and updating and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (NVR) and Acquisition Policy Division, GSA, Washington, DC 20405

PRINCIPAL (Legal name and business address)

Nason Construction, Incorporated
 100 Foulk Road, Suite F
 Wilmington, DE 19810

TYPE OF ORGANIZATION ("X" one)

☐ INDIVIDUAL

☐ PARTNERSHIP

☐ JOINT VENTURE

☒ CORPORATION

STATE OF INCORPORATION

Delaware

SURETIES (Name(s) and business address(es))

Travelers Casualty and Surety Company of America
 350 Eisenhower Avenue
 Trooper, PA 19403

PENAL SUM OF BOND

MILLIONS	THOUSANDS	HUNDREDS	CENTS
16	605	466	50
CONTRACT DATE		CONTRACT NO.	
1/25/02		DACA61-02-C-0001	

WARRANTY:

We, the Principal and Surety(ies), are jointly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has entered into the contract identified above.

THEREFORE:

The above obligation is void if the Principal:

- Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice to the Surety(ies), and during the life of any guaranty required under the contract; and (2) performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.
- Pays to the Government the full amount of the taxes imposed by the Government, if the said contract is subject to the Miller Act, (40 U.S.C. 270a-270d), which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

WITNESS:

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

PRINCIPAL			
Nason Construction, Inc.			
SIGNATURE(S)	1.	2.	1.
	(Seal)	(Seal)	(Seal)
NAME(S) & TITLE(S) (Typed)	1.	2.	1.
INDIVIDUAL SURETY(IES)			
SIGNATURE(S)	1.	2.	(Seal)
	(Seal)	2.	
NAME(S) (Typed)	1.		
CORPORATE SURETY(IES)			
SURETY A	NAME & ADDRESS	Travelers Casualty and Surety Company of America 2550 Eisenhower Ave., Trooper, PA 19403	STATE OF INC. Connecticut
	SIGNATURE(S)	1.	2.
	NAME(S) & TITLE(S) (Typed)	1. Kelly G. Hennessy Attorney-in-Fact	2.
		LIABILITY LIMIT	\$ 50,973,000
Corporate Seal			

STANDARD FORM 25 (REV. 5-88)
 Prescribed by GSA - FAR (48 CFR) 53.220(b)

NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
SIGNATURE(S)	1.	2.		
NAME(S) & TITLES(S) (Typed)	1.	2.		
NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
SIGNATURE(S)	1.	2.		
NAME(S) & TITLES(S) (Typed)	1.	2.		
NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
SIGNATURE(S)	1.	2.		
NAME(S) & TITLES(S) (Typed)	1.	2.		
NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
SIGNATURE(S)	1.	2.		
NAME(S) & TITLES(S) (Typed)	1.	2.		
NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
SIGNATURE(S)	1.	2.		
NAME(S) & TITLES(S) (Typed)	1.	2.		
NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
SIGNATURE(S)	1.	2.		
NAME(S) & TITLES(S) (Typed)	1.	2.		

BOND PREMIUM	RATE PER THOUSAND (\$)	TOTAL (\$)
	See Below	\$110,047.00

INSTRUCTIONS

40 per \$1,000 for 1st \$500,000
 70 per \$1,000 for next \$2,000,000
 90 per \$1,000 for next \$2,500,000
 30 per \$1,000 for next \$2,500,000

1. This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." in the space designated

"SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

Bond No. 103745924

PAYMENT BOND
(See instructions on reverse)

DATE BOND EXECUTED *affix seal or later than date of contract*

OMB NO. 9000-0045

January 29, 2002

No reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405

PRINCIPAL (Legal name and business address)

Nason Construction, Incorporated
100 Foulk Road, Suite F
Wilmington, DE 19810

TYPE OF ORGANIZATION ("X" one)

☐ INDIVIDUAL

☐ PARTNERSHIP

☐ JOINT VENTURE

☒ CORPORATION

STATE OF INCORPORATION

Delaware

SURETY(IES) (Name(s) and business address(es))

Travelers Casualty and Surety Company of America
350 Eisenhower Avenue
Trooper, PA 19403

PENAL SUM OF BOND

MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
16	605	466	50

CONTRACT DATE

1/25/02

CONTRACT NO.

DACA61-02-C-0001

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

WITNESS:

Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

PRINCIPAL			
Nason Construction, Inc.			
SIGNATURE(S)	1.	2.	3.
	(Seal)	(Seal)	(Seal)
NAME(S) & TITLE(S) (Typed)	1.	2.	3.
INDIVIDUAL SURETY(IES)			
SIGNATURE(S)	1.	2.	3.
	(Seal)	(Seal)	(Seal)
NAME(S) (Typed)	1.	2.	3.
CORPORATE SURETY(IES)			
NAME & ADDRESS	Travelers Casualty and Surety Company of America 2550 Eisenhower Ave., Trooper, PA 19403		STATE OF INC. Connecticut
			LIABILITY LIMIT \$50,973,000
SIGNATURE(S)	1.	2.	
NAME(S) & TITLE(S) (Typed)	1. Kelly G. Hennessy Attorney-in Fact	2.	

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under the Act of August 24, 1935, 49 Stat. 793 (40 U.S.C. 270a-270e). Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." in the space designated

"SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

NASON CONSTRUCTION, INC.
 2000 Bullock Road, Suite F
 Wilmington, Delaware 19810

16. REMITTANCE ADDRESS (Include only if different than item 14)

SAME

CODE FACILITY CODE

17. The offeror agrees to perform the work required by the plans, specifications and any amendments with the terms of this solicitation. If this offer is accepted by the Government in writing within calendar days after the day of award, the offeror shall be bound to perform the work. (Insert any number equal to or greater than the minimum required in item 17D. Failure to insert any number means the offeror accepts the minimum in item 17D.)

* As per schedule set forth in Section 00800, Page 2, Addendum No. 1, dated 01/04/02

AMOUNTS

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO.	DATE
1	1/4/02

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

Michael B. Bernardi
 President

20B. SIGNATURE

Michael B. Bernardi

20C. OFFER DATE

1/18/02

AWARD (To be completed by Government)

21. ITEMS ACCEPTED: Design Base Bid (Item 0001A), Construction Base Bid (Item Nos. 0001B through 0001M), Equipment Options (Item Nos. 0001N through 0001MM), Subcontracting Plan (Attachment "A"), Nason Constr., Inc. proposal dated 1/18/02 with acknowledged Amendment Nos. 0001, 0002, 0003 (Attachment "B"). Section 00100 and Attachment B are incorporated by reference.

22. AMOUNT: Sixteen Billion Six Hundred Five Thousand Four Hundred Sixty Six Dollars and Fifty Cents (\$16,605,466.50)

97-N4-x 0833-0200 K5-08 801407090000000441103230 630C74

24. SUBMIT INVOICE TO ADDRESS INDICATED IN (1 Copy unless otherwise specified)

24. MASTERED BY
 U.S. Army Engineer District, Phila.
 100 Penn Square East
 Wanamaker Building
 Philadelphia, PA 19107-3390

25. OTHER THAN FILL AND OPEN COMPETITION PURSUANT TO

10 U.S.C. 2306(f) 41 U.S.C. 253(c)(1)

27. PAYMENT WILL BE MADE BY
 U.S. Army Corps of Engineers
 Finance Center
 5722 Integrity Drive
 Millington, TN 38054-5005

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. REINTEGRATED AGREEMENT Contractor is required to sign this document and return (copies to issuing office). Section 800 of the FAR and other FAR rules or portions of FAR provisions identified in the FAR and any amendments shall be the contract terms in this contract. The terms and conditions of the FAR and the contract shall be governed by the FAR contract terms, the FAR amendments, and the FAR provisions, instructions, and specifications incorporated by reference in the contract.

☐ 29. AWARD (Contractor is not required to sign this document.) Your offer is hereby accepted as to the items listed. This award covers the contract, which includes the FAR, FAR amendments, and your offer, and the FAR contract terms. No further contract document is necessary.

30A. NAME AND TITLE OF CONTRACTING OFFICER AUTHORIZED TO SIGN (Type or print)

30B. NAME OF CONTRACTING OFFICER (Type or print)
 ROBERT SHARAMATEM
 Chief, Contracting Division

30C. SIGNATURE

30D. DATE

30E. UNITED STATES OF AMERICA

30F. AWARD DATE

JAN 25 2002

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO. DACA61-02-C-0001		5. REQUISITION/PURCHASE REQUEST NO. W25PHIS01335318		6. PROJECT NO.	
7. ISSUED BY District Engineer U.S. Army Engineer District, Philadelphia Wanamaker Building, 100 Penn Square East Philadelphia, PA 19107-3390		8. CODE		9. ADDRESS OFFER TO U.S. Army Engineer District, Philadelphia ATTN: CENAP-CT-C (Rm 643) Wanamaker Building, 100 Penn Square East Philadelphia, PA 19107-3390	
10. FOR INFORMATION ONLY - A NAME				11. TELEPHONE NO. (include area code) (NO COLLECT CALLS) 215 696 6776	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):
RFP NO: DACA61-02-R-0002

TITLE: Mortuary, Dover AFB, Dover, Delaware

SUE DATE: 12 December 2001

PROPOSALS DUE: 11 January 2002, close of business, 4:00 p.m., EST

SITE INSPECTION: CAUTION: SECURITY MEASURES ARE SUCH AT DOVER AFB THAT BIDDERS WILL NOT BE PERMITTED TO ENTER DOVER AFB WITHOUT AN OFFICIAL ESCORT AND PROPER IDENTIFICATION. THEREFORE, ALL BIDDERS WHO WISH TO ATTEND THE 20 DECEMBER 2001 SITE VISIT MUST FOLLOW THE INSTRUCTIONS FOUND IN SECTION 00800, SCR-18, "PHYSICAL CONDITIONS (APR 1984)", PARA. E.

THIS IS AN UNRESTRICTED PROCUREMENT.

WARD WILL BE MADE PURSUANT TO THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM
ICS: 233320 \$27.5 MIL

11. The Contractor shall begin performance within 10 calendar days and complete it within 425 calendar days after receiving

☐ award. ☒ notice to proceed. This performance period is ☒ mandatory. ☐ negotiable. (See _____)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BOND?
(If "YES" indicate within how many calendar days after award in Item 12B.)

☒ YES ☐ NO

12B. CALENDAR DAYS

10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 6 copies to perform the work required are due at the place specified in Item 8 by 4:00 p.m. (hour) local time